## POWER OF ATTOONEY BY ASSIGNEE TO EXCLUSION OF INVENTOR UNDER 37 C.F.R. § 3.71 WITH REVOCATION OF PRIOR POWERS

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Title: System And Method For Performing Efficient Computer Virus

Scanning Of Transient Messages Using Checksums In A

**Distributed Computing Environment** 

Filing Date: TBD

Serial No.: Unassigned

Group Art Unit: Unassigned Examiner: Unassigned

Attorney Docket No: 002.0237.01

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EEB 2 0 2002

Technology Center 2100

The undersigned ASSIGNEE of the entire interest in the above-identified application for letters patent hereby appoints Christopher J. Hamaty, Reg. No. 37,634 of NETWORK ASSOCIATES, INC., and Patrick J.S. Inouye, Reg. No. 40,297 of PATRICK J.S. INOUYE, P.S., to prosecute this application and transact all business in the United States Patent and Trademark Office in connection therewith and hereby revokes all prior powers of attorney; said appointment to be to the exclusion of the inventors and the inventors' attorneys in accordance with the provisions of 37 C.F.R. § 3.71.

The following evidentiary documents establish a chain of title from the original owner(s) to the Assignee:

| X | a copy of an Assignment attac   | hed hereto, which Ass | signment has been (o | )I |
|---|---------------------------------|-----------------------|----------------------|----|
|   | is herewith) forwarded to the l | Patent and Trademark  | Office for recording | ,, |
|   | or                              |                       |                      |    |
|   | the Assignment recorded on _    | at reel               | , frame              |    |

Pursuant to 37 C.F.R.§ 3.73(b) the undersigned Assignee hereby states that evidentiary documents have been reviewed and hereby certifies that, to the best of ASSIGNEE's knowledge and belief, title is in the identified ASSIGNEE.

Please direct all telephone calls and correspondence to: Patrick J.S. Inouye, The Law Offices of Patrick J.S. Inouye, 810 3<sup>rd</sup> Avenue, Suite 258, Seattle, WA 98104; telephone: (206) 381-3900; facsimile: (206) 381-3999.

| -          | mile: (206) 381-3999.       | , Seattle, WA 98104; |
|------------|-----------------------------|----------------------|
| ASSIGNE    | E: Networks Associates Tech | hnology, Inc. d/b/a  |
| Network A  | Associates, Inc.            |                      |
| Signature: | Chris Harista               | 12-1-01              |
|            | (Signature)                 | (Date)               |
|            | /                           |                      |
| Name:      | Christopher J. Hamaty, E    | Esq.                 |
|            |                             | •                    |
| Title:     | Director of Intellectual P  | roperty              |
|            |                             |                      |

## JOINT ASSIGNMENT

WHEREAS. WE, Davide Libenzi and Michael Chin-Hwan Pak (hereinafter "ASSIGNORS"), citizens of Italy and USA, respectively, residing at 20249 NW Galliard Loop, Hillsboro, OR 97124 and 15894 NW Andalusian Way, Portland, OR 97229, respectively; are the inventors of the invention in "System And Method For Performing Efficient Computer Virus Scanning Of Transient Messages Using Checksums In A Distributed Computing Environment," for which we have executed an application for a Patent of the United States

|     | which is executed on even date herewith   |
|-----|---|
| X   | which is identified by THE LAW OFFICES OF PATRICK J.S. INOUYE as attorney docket no |
| 002 | 2.0237.01   |
| X   | which was filed on December 10, 2001, Application No. 10/016,533                    |

and WHEREAS, Networks Associates Technology, Inc. (hereinafter "ASSIGNEE"), a Delaware Corporation having a business address at 3965 Freedom Circle, Santa Clara CA 95054, is desirous of obtaining our entire right, title and interest in, to and under the said invention and the said application:

NOW. THEREFORE, in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, we, the said ASSIGNORS, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, our entire right, title and interest in, to and under the said invention, and the said United States application and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

AND WE HEREBY authorize and request the Director of the United States Patent and Trademark Office, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND WE HEREBY covenant and agree that we have the full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith.

AND WE HEREBY further covenant and agree that we will communicate to the said ASSIGNEE. its successors, legal representatives and assigns, any facts known to us respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries. In the event that one or more of the above inventors is not an employee of ASSIGNEE at the time such aid is required, they agree to render such aid in return for an hourly rate of pay no greater than twice their equivalent regular hourly pay as it stood on the date of their departure from ASSIGNEE.

|         | IN TESTIMONY V      | WHEREOF, We h | ereunto set our hands and seals the | day and year set opposite |
|---------|---------------------|---------------|-------------------------------------|---------------------------|
| our res | pective signatures. |               |                                     | •                         |
| Date_   | 12/03               | , 2001        | d. Li Dide                          |                           |
|         |                     |               | Davide Libenzi                      | · · · · ·                 |
|         |                     |               |                                     | _                         |
| Date    | 12/06               | , 2001        | Michne                              | 000                       |
|         |                     |               | Michael Chin-Hwan Pak               |                           |